

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

FILED  
IN CLERK'S OFFICE  
U.S. DISTRICT COURT E.D.N.Y.

★ MAR 05 2010 ★

THE CITY OF NEW YORK,

BROOKLYN OFFICE

Plaintiff,

-against-

BOB MOATES' SPORT SHOP, INC.; COASTAL TILE & ROOFING COMPANY, INC. d/b/a Coastal Pawn Shop; JOHN COSCIA d/b/a John's Gun & Tackle Room; FRANKLIN ROD & GUN SHOP, INC.; GWINNETT PAWN SHOP, INC.; HOT SHOTS, INC. d/b/a Hot Shots Jewelry & Pawn; MILLER ROD & GUN, INC.; RJS ENTERPRISES, INC. d/b/a Dick's Pawn North Shop; JERRY DALE ROOKS d/b/a Rooks Sales & Service; TCE OF VIRGINIA, INC. d/b/a Town & Country Pawn Shop; TOCCOA PAWN & VARIETY, INCORPORATED; TRADER WORLD, INC.;

06 CV 6504 (JBW) (CLP)

Defendants.

x

**AMENDMENT TO THE STIPULATION AND SETTLEMENT AGREEMENT  
BETWEEN THE CITY OF NEW YORK AND JOHN COSCIA D/B/A JOHN'S GUN &  
TACKLE ROOM**

WHEREAS, The City of New York (the "City") and John Coscia d/b/a John's Gun & Tackle Room ("Coscia") entered into a Stipulation and Settlement Agreement (the "Agreement") on August 14, 2007, which was "So Ordered" by the Court on August 15, 2007;

WHEREAS, the City and Coscia have agreed to a modification of the Agreement to clarify the effective date and end date of the compliance period specified by the Agreement; and

*So ordered  
JUL 3/3/10*

*JL*

**WHEREAS**, the City and Coscia are of the view that any changes to the Agreement, a court-ordered document, must be presented to the ordering Court for its consideration and approval;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth in the Agreement, and in consideration of the mutual promises and covenants by the parties made in connection with this Amendment To the Stipulation and Settlement Agreement Between The City of New York and Coscia (the "Amendment"), the parties agree as follows:

1. Except as expressly provided for in this Amendment, the Agreement is unchanged.
2. Paragraph 11 of the Agreement is amended as follows:

The duties of the Special Master shall terminate upon attainment by Coscia of three consecutive years, from the date of execution of the Stipulation and Settlement Agreement, of full compliance by Coscia, and each of his employees and agents acting in their capacity as employees and agents of Coscia, with all applicable firearms laws and regulations and with paragraphs 2-8 of this Stipulation and Settlement Agreement (the "Compliance Period"). The Special Master shall provide to the parties either written certification of compliance or the reasons for non-compliance within 30 days of the close of the putative Compliance Period. In the event that compliance is certified, the parties hereto shall jointly move the Court to dismiss the New York Action.

The parties intending to be legally bound this 22-day of February, 2010, have caused this Agreement to be executed by setting their hands and seals as follows.

*Eric Proshansky, JAS*

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**MICHAEL A. CARDOZO**  
Corporation Counsel of the  
City of New York  
Attorney for Plaintiff  
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New York, New York 10007  
(212) 788-1324

By: Eric Proshansky

*J. Coscia*

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**JOHN COSCIA D/B/A JOHN'S  
GUN & TACKLE ROOM**  
2604 Freemansburg Avenue  
Easton, Pennsylvania 18045

By: John Coscia



MICHAEL A. CARDOZO  
*Corporation Counsel*

THE CITY OF NEW YORK  
LAW DEPARTMENT  
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February 25, 2010

**Via ECF and Hand Delivery**

Hon. Jack B. Weinstein  
United States District Judge  
United States Courthouse  
225 Cadman Plaza East  
Brooklyn, New York 11201

Re: *The City of New York v. Bob Moates' Sport Shop, Inc., et al.*, 06 CV 6504

Dear Judge Weinstein:

I write regarding a settlement entered into between The City of New York (the "City") and John Coscia d/b/a John's Gun & Tackle Room ("Coscia") and So Ordered by the Court on August 15, 2007.

To clarify the effective date and end date of the compliance period specified in the settlement, the parties have executed an amendment to the settlement. The City respectfully requests that Your Honor approve this amendment as So Ordered.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Ari Biernoff".

Ari Biernoff  
Assistant Corporation Counsel

*enclosure*

cc: counsel via ECF

A handwritten signature in black ink, appearing to read "Someday" above a date "Mar 9/3/10".